WE, the said J. L. CARTER AND ESPIE A. CARTER, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 700.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE the said J. L. CARTER AND ESPIE A. CARTER, , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within ~~two~~ days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to J. L. CARTER & ESPIE A. CARTER, THEIR representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to C. C. BARNES Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said W. F. HARDISON

and J. L. CARTER AND ESPIE A. CARTER, , hereunto set our hands

at NASHVILLE , Tennessee, this the 10 day of OCT., , 1939.

W. F. HARDISON

J. L. CABTER

ESPIE A. CARTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. R. MYERS, , a Notary Public in and for said County and State, the within named W.F. HARDISON, A SINGLE MAN OVER THE AGE OF 21 YEARS, AND J.L. CARTER AND WIFE, ESPIE A. CARTER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said XX having appeared before me privately and apart from Xhusband , the said X , acknowledged the execution of the said instrument to have been done by XX freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 14 day of OCTOBER, , 1939.

My commission expires APRIL 26, 1941.

(Seal) D. R. MYERS
Notary Public.

U.S.R.S. $1.00.

RECEIVED OCT. 16, 1939, AT 2:28 P.M.

4010Z MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of THIRTY SEVEN HUNDRED FIFTY AND NO/100 / ($3750.00) DOLLARS

of which EIGHT HUNDRED FIFTY AND NO/100 ($850.00) DOLLARS has been paid in ~~cash by~~ PROPERTY BY JUANITA D.RIVES , the receipt of which is hereby acknowledged, and for the remainder the said TWENTY NINE HUNDRED AND NO/100 ($2900.00) DOLLARS JUANITA D. RIVES HAS EXECUTED AND DELIVERED HER PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF P.M. WALKER AND WIFE, ANNA R. WALKER IN SAID AMOUNT OF $2900.00 AND IS DUE ON OR BEFORE 30 DAYS FROM DATE.

I declare that I am the true and lawful holder of the claim secured by the foregoing instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 26 day of Oct. 1939.
Attest: M. Walker
Deputy Register

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, P. M. WALKER AND WIFE, ANNA R, WALKER

have this day bargained and sold, and do hereby transfer and convey, unto the said JUANITA D. RIVES, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY HALF OF LOT NO.33 ON THE MAP OF SHOWING THE SUBDIVISION OF PART OF THE GREENLAND TRACT AS OF RECORD IN BOOK 421 PAGE 40, REGISTER'S OFFICE FOR SAID COUNTY.

S. EASTERLY PART OF LOT NO.33 FRONTS 50 FEET ON THE NORTHERLY SIDE OF GREENLAND AVENUE, AND RUNS BACK BETWEEN LINES AS MEASURED FROM THE CENTER LINE OF GREENLAND AVENUE 434.2 FEET ON THE WESTERLY LINE AND 434.9 FEET ON THE EASTERLY LINE TO A DEAD LINE ON WHICH IT MEASURES 50 FEET.

BEING THE EASTERLY PART OF THE PROPERTY CONVEYED TO P.M. WALKER AND WIFE, ANNA R. WALKER BY DEED FROM W.S. FANNING OF RECORD IN BOOK 1101 PAGE 60, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN AN AGREEMENT BETWEEN MRS. ELLA FANNING AND W.S. FANNING OF RECORD IN BOOK 1072 PAGE 390, R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JUANITA D.RIVES, HER heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT TAXES FOR 1939 WHICH HAVE BEEN EXPRESSLY ASSUMED BY THE GRANTEE.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JUANITA D. RIVES, HER heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I , the said JUANITA D.RIVES, AND HUSBAND JOE W.RIVES do hereby transfer and convey unto A.J. LINX , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.